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 Defendant David Tassillo*

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

K.A.,

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
 MG FREESITES, LTD., a foreign entity;
 MINDGEEK USA INCORPORATED, a
 Delaware corporation; MG PREMIUM
 LTD, a foreign entity; MG GLOBAL
 ENTERTAINMENT INC., a Delaware
 corporation; 9219-1568 QUEBEC, INC.,
 foreign entity; BERND BERGMAIR, a
 foreign individual; FERAS ANTOON, a
 foreign individual; DAVID TASSILLO, a
 foreign individual; VISA INC., a Delaware
 corporation; REDWOOD CAPITAL
 MANAGEMENT, LLC, a Delaware
 limited liability company; REDWOOD
 DOE FUNDS 1-7; COLBECK CAPITAL
 MANAGEMENT, LLC, a Delaware
 limited liability company; COLBECK
 DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-04786-WLH-
 ADS

**DECLARATION OF DAVID
 TASSILLO IN SUPPORT OF
 SPECIALLY APPEARING
 DEFENDANTS FERAS
 ANTOON AND DAVID
 TASSILLO'S OMNIBUS
 MOTION TO DISMISS THE
 COMPLAINTS**

N.L., ID #:550

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

L.T.,

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-04788-WLH-ADS

Case No. 2:24-cv-04791-WLH-ADS

T.C., ID #:551

Plaintiff,

v.

1 MINDGEEK S.A.R.L. a foreign entity;
 2 MG FREESITES, LTD., a foreign entity;
 3 MINDGEEK USA INCORPORATED, a
 4 Delaware corporation; MG PREMIUM
 5 LTD, a foreign entity; MG GLOBAL
 6 ENTERTAINMENT INC., a Delaware
 7 corporation; 9219-1568 QUEBEC, INC.,
 8 foreign entity; BERND BERGMAIR, a
 9 foreign individual; FERAS ANTOON, a
 10 foreign individual; DAVID TASSILLO, a
 11 foreign individual; VISA INC., a Delaware
 12 corporation; REDWOOD CAPITAL
 13 MANAGEMENT, LLC, a Delaware
 14 limited liability company; REDWOOD
 15 DOE FUNDS 1-7; COLBECK CAPITAL
 16 MANAGEMENT, LLC, a Delaware
 17 limited liability company; COLBECK
 18 DOE FUNDS 1-3,

Defendants.

X.N.,

Plaintiff,

v.

14 MINDGEEK S.A.R.L. a foreign entity;
 15 MG FREESITES, LTD., a foreign entity;
 16 MINDGEEK USA INCORPORATED, a
 17 Delaware corporation; MG PREMIUM
 18 LTD, a foreign entity; MG GLOBAL
 19 ENTERTAINMENT INC., a Delaware
 20 corporation; 9219-1568 QUEBEC, INC.,
 21 foreign entity; BERND BERGMAIR, a
 22 foreign individual; FERAS ANTOON, a
 23 foreign individual; DAVID TASSILLO, a
 24 foreign individual; VISA INC., a Delaware
 25 corporation; REDWOOD CAPITAL
 26 MANAGEMENT, LLC, a Delaware
 27 limited liability company; REDWOOD
 28 DOE FUNDS 1-7; COLBECK CAPITAL
 MANAGEMENT, LLC, a Delaware
 limited liability company; COLBECK
 DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-04795-WLH-ADS

Case No. 2:24-cv-04800-WLH-ADS

N.Y., ID #:552

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

J.C.,

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-4801-WLH-
ADS

Case No. 2:24-cv-04971-WLH-
ADS

W.L., ID #:553

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

C.S.,

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-04977-WLH-
ADS

Case No. 2:24-cv-04992-WLH-
ADS

S.O., ID #:554

Plaintiff,

v.

1 MINDGEEK S.A.R.L. a foreign entity;
 2 MG FREESITES, LTD., a foreign entity;
 3 MINDGEEK USA INCORPORATED, a
 4 Delaware corporation; MG PREMIUM
 5 LTD, a foreign entity; MG GLOBAL
 6 ENTERTAINMENT INC., a Delaware
 7 corporation; 9219-1568 QUEBEC, INC.,
 8 foreign entity; BERND BERGMAIR, a
 9 foreign individual; FERAS ANTOON, a
 10 foreign individual; DAVID TASSILLO, a
 11 foreign individual; VISA INC., a Delaware
 12 corporation; REDWOOD CAPITAL
 13 MANAGEMENT, LLC, a Delaware
 14 limited liability company; REDWOOD
 15 DOE FUNDS 1-7; COLBECK CAPITAL
 16 MANAGEMENT, LLC, a Delaware
 17 limited liability company; COLBECK
 18 DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-04998-WLH-ADS

L.S.,

Plaintiff,

v.

14 MINDGEEK S.A.R.L. a foreign entity;
 15 MG FREESITES, LTD., a foreign entity;
 16 MINDGEEK USA INCORPORATED, a
 17 Delaware corporation; MG PREMIUM
 18 LTD, a foreign entity; MG GLOBAL
 19 ENTERTAINMENT INC., a Delaware
 20 corporation; 9219-1568 QUEBEC, INC.,
 21 foreign entity; BERND BERGMAIR, a
 22 foreign individual; FERAS ANTOON, a
 23 foreign individual; DAVID TASSILLO, a
 24 foreign individual; VISA INC., a Delaware
 25 corporation; REDWOOD CAPITAL
 26 MANAGEMENT, LLC, a Delaware
 27 limited liability company; REDWOOD
 28 DOE FUNDS 1-7; COLBECK CAPITAL
 MANAGEMENT, LLC, a Delaware
 limited liability company; COLBECK
 DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-05026-WLH-ADS

W.P.,

ID #:555

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

A.K.,

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-05185-WLH-
ADS

Case No. 2:24-cv-05190-WLH-
ADS

J.L., ID #:556

Plaintiff,

v.

1 MINDGEEK S.A.R.L. a foreign entity;
2 MG FREESITES, LTD., a foreign entity;
3 MINDGEEK USA INCORPORATED, a
4 Delaware corporation; MG PREMIUM
5 LTD, a foreign entity; MG GLOBAL
6 ENTERTAINMENT INC., a Delaware
7 corporation; 9219-1568 QUEBEC, INC.,
8 foreign entity; BERND BERGMAIR, a
9 foreign individual; FERAS ANTOON, a
10 foreign individual; DAVID TASSILLO, a
11 foreign individual; VISA INC., a Delaware
12 corporation; REDWOOD CAPITAL
13 MANAGEMENT, LLC, a Delaware
14 limited liability company; REDWOOD
15 MASTER FUND, LTD, a foreign
16 entity; MANUEL 2018, LLC, a
17 Delaware limited liability company;
18 GINOGERUM, LLC, a Delaware
19 limited liability company; WHITE
20 HATHAWAY OPPORTUNITY, LLC,
21 a Delaware limited liability company; CB
22 MEDIA VENTURES LLC, a Delaware
23 limited liability company; CB AGENCY
24 SERVICES, LLC, a Delaware limited
25 liability company; and CB
26 PARTICIPATIONS SPV, LLC, a
27 Delaware limited liability company,
28

Defendants.

Case No. 2:24-cv-07046-WLH-ADS

1 I, David Tassillo, hereby state to the best of my knowledge and belief:

2 1. I submit this declaration in support of my and Feras Antoon's joint
3 Omnibus Motion to Dismiss the Complaints filed in each of the above-referenced
4 actions (collectively, the "Complaints") pursuant to Federal Rules of Civil
5 Procedure 12(b)(2), 12(b)(6) and 9(b).

6 2. This declaration responds to Plaintiffs' allegation that I am an alter
7 ego of various MindGeek entities, including, but not limited to, MindGeek
8 S.A.R.L., MG Freesites Ltd., MindGeek USA Incorporated, MG Premium Ltd,
9 MG Global Entertainment Inc., and 9219-1568 Québec Inc. (collectively, the
10 "MindGeek Entity Defendants"). This declaration is not intended to address all the
11 allegations in the Complaints relating to me directly or indirectly. I dispute the
12 allegations of misconduct in the Complaints, and by not responding to each of
13 those allegations here I do not concede the truth of those allegations.

14 **A. Personal Background**

15 3. I am a citizen and resident of Canada.

16 4. I maintain a driver's license in Canada.

17 5. I own real property in Canada.

18 6. I am registered to vote in Canada.

19 7. I receive my mail in Canada.

20 8. I have resided in Canada from 1978 to 1996 and from 1997 to the
21 present.

22 9. I intend to maintain my residence in Canada.

23 **B. Employment History and Terms**

24 10. At all relevant times, the terms of my employment were governed by
25 an employment agreement with 9219-1568 Québec Inc. ("9219 Inc."), a
26 corporation established under the laws of the Province of Québec.
27
28

1 11. Between in or about May 2010 and June 2022, I was employed by
2 9219 Inc. as its Chief Operating Officer and worked in its principal office located
3 at 7777 Boulevard Décarie, Montréal, Québec, Canada.

4 12. As the Chief Operating Officer, I reported to 9219 Inc.'s Chief
5 Executive Officer, Feras Antoon.

6 13. In connection with my employment by 9219 Inc., I provided and
7 oversaw managerial services to various MindGeek-affiliated entities, pursuant to
8 services agreements between 9219 Inc. and the various MindGeek-affiliated
9 entities.

10 14. On or about March 22, 2018, I entered into a Further Amended and
11 Restated Executive Employment Agreement (the "Employment Agreement") with
12 9219 Inc.

13 15. Pursuant to the terms of the Employment Agreement, I received a
14 base salary and was eligible for an annual bonus authorized by the 9219 Inc.'s
15 Board of Directors (the "9219 Inc. Board"), paid vacation, a monthly car
16 allowance, and participation in a benefits plan.

17 16. In connection with this employment, I held one preferred share of
18 9219 Inc. About 20 individuals likewise each held one preferred share of 9219
19 Inc. The 9219 Inc. Board, in its sole discretion, declared and paid dividends in
20 respect of such share, which were bound by the limitations set by MindGeek's
21 lenders and by the shareholders' agreement.

22 17. In or about June 2022, I executed a separation agreement with 9219
23 Inc.

24 **C. Economic Interest**

25 18. Since in or about 2013, in connection with my employment by 9219
26 Inc. and pursuant to the Shareholders Agreement discussed below, I held an
27 approximate 10% beneficial economic interest in the MindGeek group of entities.
28

1 19. MindGeek S.à.r.l. (“MindGeek Luxembourg”), a corporation
2 incorporated under the laws of the Grand Duchy of Luxembourg, with its
3 registered office at 46 Grand Rue, L-1660 Luxembourg, Grand Duchy of
4 Luxembourg, entered into a Shareholders’ Agreement dated as of October 13,
5 2013, with several other entities, as follows: FDCO Holding, Inc. (“FDCO
6 Holding”);¹ Share Investments S.A.; Coginvest S.A.; Acaju Investments S.A.;
7 MindGeek RK S.à r.l.; RK holdings, LLC; MindGeek RK S.à r.l.; and RT Holding
8 S.à r.l. (the “Shareholders’ Agreement”).

9 20. The Shareholders’ Agreement was amended as of March 22, 2018
10 (the “Amendment”).

11 21. FDCO Holding was a company organized under the laws of Canada,
12 with its principal office located in Montréal, Québec, Canada.

13 22. Pursuant to the Shareholders’ Agreement, FDCO Holding regularly
14 received (i) financial statements prepared for and delivered by MindGeek
15 Luxembourg; (ii) independent auditor’s reports from MindGeek Luxembourg’s
16 auditor, Raymond Chabot Grant Thornton LLP; (iii) minutes from meetings of the
17 MindGeek Luxembourg shareholders; and (iv) written resolutions of the
18 MindGeek Luxembourg shareholders.

19 23. Prior to on or about March 2023, FDCO Holding held an approximate
20 31% interest in MindGeek Luxembourg.

21 24. 9288-1275 Québec, Inc. (“9288-1275 Québec”), a Québec company,
22 held approximately 32% of the shares of FDCO Holding.

23 25. 9288-1259 Québec, Inc. (“9288-1259 Québec”), a Québec company,
24 held approximately 68% of the shares of FDCO Holding.

25
26
27
28 ¹ FDCO Holding Inc. used to be known as MindGeek Holding Inc.

1 26. Prior to in or about March 2023, I held the preferred shares and,
2 indirectly as a beneficiary of a family trust, held all common shares in 9288-1275
3 Québec.

4 27. Pursuant to the Shareholders' Agreement and Amendment thereto,
5 MindGeek Luxembourg distributed dividend payments to shareholders, including
6 FDCO Holding, in amounts determined by the MindGeek Luxembourg Board of
7 Directors (the "MindGeek Luxembourg Board") or by the general meeting of
8 shareholders provided the conditions for declaring a dividend were met, in
9 conformance with limitations set by MindGeek's lenders.

10 28. I was not a member of the MindGeek Luxembourg Board.

11 29. In years in which dividends were paid, that dividend was paid by
12 MindGeek Luxembourg to FDCO Holding, and further distributed in proportion to
13 the holdings in FDCO Holding.

14 30. Between in or about 2013 and 2016, MindGeek Luxembourg did not
15 pay shareholder dividends.

16 31. Between in or about 2013 and 2016, I received the equivalent of
17 dividend payments in the form of a bonus pursuant to MindGeek lender consent
18 and a profit-sharing mechanism that was in place at 9219 Inc. That profit-sharing
19 mechanism applied to many other individuals as well.

20 32. Those bonus payments were taxed at a greater percentage than the tax
21 levied on dividends distributed starting in or around 2017 via MindGeek
22 Luxembourg.

23 33. In or about March 2023, FDCO Holding sold its approximate 31%
24 interest in MindGeek Luxembourg to ECP One Ltd.

25 **D. Personal and Corporate Separateness**

26 34. At all relevant times, I maintained a separation between personal and
27 corporate financial affairs of all MindGeek entities.

28

1 35. I have not shared a bank account with either 9219 Inc., MindGeek
2 Luxembourg, or any other MindGeek Entity Defendant.

3 36. I have not had access to any bank account owned by 9219 Inc.,
4 MindGeek Luxembourg, or any other MindGeek Entity Defendant.

5 37. I have not been personally liable for any debts of 9219 Inc.,
6 MindGeek Luxembourg, or any other MindGeek Entity Defendant.

7 38. I have not borrowed money from 9219 Inc., MindGeek Luxembourg,
8 or any other MindGeek Entity Defendant.

9 39. The directors and officers of 9219 Inc. and MindGeek Luxembourg
10 were not identical.

11 **E. Certain Investments**

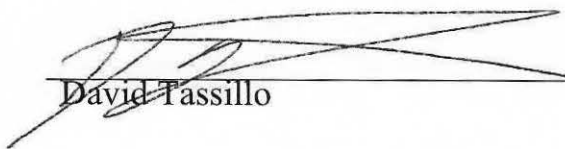
12 40. At certain times during my employment by 9219 Inc., I owned
13 investment properties. In connection with the management of certain of my
14 properties, some personnel of 9219 Inc. occasionally performed services for those
15 units as a favor.

16 41. On the occasions that personnel of 9219 Inc. volunteered their
17 personal services, the provision of such services did not interfere with personnel's
18 work for 9219 Inc., to the best of my knowledge. No employee was reprimanded
19 for not getting their work done for 9219 Inc.

20 ***

21 42. I declare under penalty of perjury under the laws of the United States
22 of America that the foregoing is true and correct.

23 Executed on: October 30, 2024

24
25 
26 David Tassillo
27
28